

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

1 REQUISITION NO

PAGE 1 OF
18

2 CONTRACT NO NRC-33-03-312	3 AWARD/EFFECTIVE DATE 01-01-2003	4 ORDER NO	MODIFICATION NO	5 SOLICITATION NO CIO-03-312	6 SOLICITATION ISSUE DATE
7 FOR SOLICITATION INFORMATION CALL:		a NAME Heriberto Colón, Jr.		b TELEPHONE NO (No Collect Calls) 301-415-7135	8 OFFER DUE DATE/LOCAL TIME December 31, 2002

9 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Center No. 1 Washington DC 20555	CODE	10 THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS 514110 SIZE STANDARD	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12 DISCOUNT TERMS NET 30
			13b RATING N/A	
			14 METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15 DELIVER TO U.S. Nuclear Regulatory Commission ATTN.: Nellie Plitt/Claire Robb Mail Stop T-2C-8 Washington DC 20555	CODE	16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	CODE 3100
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17a CONTRACTOR/OFFEROR MCGRAW-HILL, INC. ATTN: Georgia Safos Two Penn Plaza, 25th Floor New York NY 10020	CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555	CODE
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17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See the attached pages This is a firm-fixed price contract for subscription services. The period of performance is for twelve months with three (3) one year renewable options. The U. S. Nuclear Regulatory Commission accepts Platts proposal dated 12/3/2002 with revision dated 12/13/2002, which is hereby incorporated into and made a part of this contract.				

25 ACCOUNTING AND APPROPRIATION DATA 31X0200.310 JCN: J1086 B&R: 31015524105 BOC: 2620 OBLIGATION: \$108,798.00	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$108,798.00
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27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52.212-3 AND 52.212 5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED

27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29 AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer
30c DATE SIGNED 4/3/03	31c DATE SIGNED 12/31/02

AUTHORIZED FOR LOCAL REPRODUCTION
TEMPLATE - ADM001

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA - FAR (48 CFR) 53 212

ADM002

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c DATE 32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER
PARTIAL FINAL	38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY	

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE
	42b RECEIVED AT (Location)
	42c DATE REC'D (YY/MM/DD) 42d TOTAL CONTAINERS

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NRC-33-03-31 SECTION B

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

Annual Newsletter Subscriptions

B.2 BRIEF DESCRIPTION OF WORK

The Contractor shall provide electronic and paper subscription services for the publication listed below for the period January 1, 2003 through December 31, 2003, with three (3) one year renewable options.

B.3 SCHEDULE OF SUPPLIES/SERVICES

The Government will purchase an unlimited site license for subscription to the following nuclear newsletters in electronic format.

BASE YEAR: (January 1, 2003 - December 31, 2003)

<u>Title</u>	<u>Frequency</u>	<u>Price Per Year</u>
1. Inside Energy/with Federal Lands	Weekly	\$ 27,199.50
2. Inside NRC	Bi-weekly	\$ 27,199.50
3. Nuclear Fuel	Bi-weekly	\$ 27,199.50
4. Inside Energy	Weekly	\$ 27,199.50
5. Nuclear News Flashes	Daily	Not Separately Priced(FREE)
Sub-total Price (BASE YEAR):		\$108,798.00

OPTION YEAR 1: (January 1, 2004 - December 31, 2004)

<u>Title</u>	<u>Frequency</u>	<u>Price Per Year</u>
1. Inside Energy/with Federal Lands	Weekly	\$ 28,831.47
2. Inside NRC	Bi-weekly	\$ 28,831.47
3. Nuclear Fuel	Bi-weekly	\$ 28,831.47
4. Inside Energy	Weekly	\$ 28,831.47
5. Nuclear News Flashes	Daily	Not Separately Priced(FREE)
Sub-total Price (OPTION YEAR 1):		\$115,325.88

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OPTION YEAR 2: (January 1, 2005 - December 31, 2005)

<u>Title</u>	<u>Frequency</u>	<u>Price Per Year</u>
1. Inside Energy/with Federal Lands	Weekly	\$ 30,561.36
2. Inside NRC	Bi-weekly	\$ 30,561.36
3. Nuclear Fuel	Bi-weekly	\$ 30,561.36
4. Inside Energy	Weekly	\$ 30,561.36
5. Nuclear News Flashes	Daily	Not Separately Priced(FREE)
Sub-total Price (OPTION YEAR 2):		\$122,245.44

OPTION YEAR 3: (January 1, 2006 - December 31, 2006)

<u>Title</u>	<u>Frequency</u>	<u>Price Per Year</u>
1. Inside Energy/with Federal Lands	Weekly	\$ 32,395.02
2. Inside NRC	Bi-weekly	\$ 32,395.02
3. Nuclear Fuel	Bi-weekly	\$ 32,395.02
4. Inside Energy	Weekly	\$ 32,395.02
5. Nuclear News Flashes	Daily	Not Separately Priced(FREE)
Sub-total Price (OPTION YEAR 3):		\$129,580.08

Total Estimated Contract Value
including the option years: \$475,949.40

Price Schedule

The cost for the newsletters is for one year wide area network site license with three (3) option years at a 6% incremental increase per option year.

[End of Clause]

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L.

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103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

C.5 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor=s responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- ATTACHMENT 1 BILLING INSTRUCTIONS-- FIRM-FIXED PRICE
- ATTACHMENT 2 ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM
- ATTACHMENT 3 ELECTRONIC SITE LICENSE AGREEMENT